(XLIId YEAR.) THE (No. 2082.)

MARYLAND GAZETTE.

THURSDAY, DECEMBER 7, 1786.

[*Continued from our laſt.*]

To GABRIEL DUVALL, Eſquire.

SIR,

SUPPOSE this proof had been given to a chancellor, would he have heſitated to declare the purchaſe void? But you ſay, I never ſought for information, but determined upon ex parte evidence againſt the ſtate. You know I went to the land, examined with the ſurveyor its location by the plots, and took every meaſure in my power to obtain true information; I found that the facts ſworn to by the witneſſes muſt be true, for that it was impoſſible to lay down the lands according to the plot you ſold by, ſo as to ſuit any probable idea of purchaſes having been made agreeably to it. The thing was ſo evident upon actual ſurvey, that it proved itſelf. But you allege, that the preamble of the act ſtates, that the purchaſers ſuggeſted the lands appeared upon actual ſurvey to be different *in ſoil, ſituation and improvements*, from what appeared on the plot uſed by the commiſſioners, and that this being the ſuggeſtion, and the act being grounded on it, "I ought to ſhew, that in every inſtance, where "the ſales were ſet aſide, the lots were totally dif-"ferent *in ſoil, ſituation and improvements*, from "what appeared upon the old plot;" and you aver, that there was no deſcription of *ſoil* or *improvements* on the old plot. What a miſerable quibble on words is this! In a ſettled part of the country, it is not ſuppoſable that *the ſoil* and *improvements*, on any different portions of ground, are ſo exactly ſimilar that there is no choice between them. If the land upon ſurvey is ſhewn to *lie* entirely different from what was declared, the other differences will follow of courſe—but there was no deſcription of ſoil or improvement *on the plot*; it would be ſtrange if there ſhould be. Plots are not often made to ſhew the quality of *the ſoil*, or the *nature of improvements* on the land, but are intended only to delineate the *extent of grounds*; but there were improvements on the land, and there were differences of ſoil—theſe were objects of ſight and examination. Now, when a man was told that lot No. 1, for inſtance, contained ſuch improvements,—or deſcribed ſuch a ſettlement, a perſon inclined to bid would examine the improvements and ſoil, and if he liked them, would give a good price for them. Would it be a ſatisfactory anſwer to a purchaſer who bid under the impreſſion, that he ſhould have a right to the improvements and ſoil ſaid to be included in lot No. 1, and which were not included on making the experiment, —that there was no deſcription of ſoil or improvements on the *plot?* He would juſtly anſwer, you informed me, that the lines by which you ſold took in ſuch a plantation, and ſuppoſing you told the truth, I could myſelf ſee the improvements and ſoil; but now your lines run quite different from what I was told, and leave out the very ſoil and improvements which induced me to buy; and therefore you have deceived and will injure me, if you compel me to pay for a different *thing* from what I bought. According to your ſubtle diſtinction, the purchaſers could only be relieved, if the *ſoil* and *improvements* upon actual ſurvey were found to be different from the ſoil and improvements deſcribed on *the plot*, and as every one knew there was *no deſcription* of ſoil and improvements on the *plot*, no relief in any caſe could be had—this would have been adding mockery and inſult to injury—and if an act had paſſed upon ſuch principles, the legiſlature would have been liable to the reproach, which is now juſtly due to you, for perverting the plain meaning of a law, made for the purpoſes of juſtice. The obvious meaning of the act is, to authoriſe the intendant to inquire, whether the purchaſers could by purſuing the plot uſed at the ſale get the property which they really bought, and if they could not and choſe to relinquiſh their bargains, to declare the ſales void and to reſel the property.

The aſſembly in this their direction acted as I conceive exactly agreeable to the rule which would have been adopted by a chancellor, if the ſubject had been ſubmitted to him. For if a man, who is ſuppoſed to know the extent and limits of his property, ſells it to another, at the ſame time deſcribing its limits and the improvements on it, and afterwards upon trial, it is found that the land lies in an entire different poſition, leaving out the ſoil and improvements which were the objects of purchaſe, I believe no perſon in the leaſt acquainted with the rules of juſtice would ſay the purchaſer ſhould be obliged to take the property, ſo differently circumſtanced from what he was lead to ſuppoſe, at the price ſtipulated for the property *intended* to be bought.

You agree it was right to releaſe Mr. Hollyday and Mr. Sullivane from their purchaſes. Were the ſoil and improvements on their lots, deſcribed on the *plot?* Your rules of conſtruction depend on the man upon whoſe caſe they are to be applied, and are not at all governed by the ſubject to be decided on; and I have no doubt, but you would have determined according to *theſe excellent rules*, had the power been given to you. The purchaſers, it ſeems, did not blame the commiſſioners, that is, they did not charge them with *wilful deception*. They certainly could not have done this upon juſt grounds, becauſe it appeared, the commiſſioners were themſelves deceived, or rather that they knew nothing about the matter. But this can make no difference in the caſe now in debate, for it is of no conſequence to the purchaſers, whether the commiſſioners acted from ignorance or deſign, the injury was the ſame in either caſe, and therefore the relief ought to be the ſame. If there be any caſe where a reſale was ordered by me which you think was not juſtifiable, point it out, that the circumſtances may be examined, and the caſe fairly determined. You chooſe to deal in generals, like moſt men who are afraid to venture a fair argument on any particular caſe. Who is the man that did not chooſe to have his purchaſe vacated, and ſtill holds the property bought, notwithſtanding a reſale was ordered? What witneſs has ſworn to facts, that it was impoſſible for him to know were true? What purchaſer, except Mr Hollyday (whoſe caſe was ultimately left to your deciſion, and which was not determined agreeable to terms held out to him in my letter to him before referred to,) retaining the moſt valuable part of the property bought, and was permitted to relinquiſh the leaſt valuable? Let us have pointed anſwers to theſe queries; ſtate all circumſtances fully; and let the caſes, you particularly refer to, be examined, before any inference is made to my diſadvantage. It is the moſt eaſy thing imaginable to ſurmiſe, but it is not ſo eaſy to prove. If you will ſtate particulars, I ſhall then be able to detect you, but while under the cover of vague intimations, it is impoſſible to fix you to any point. You refer to one ſale as improper to have been ſet aſide, becauſe, as you ſay, "the objection by the perſon liable to pay was, that there was more marſh than the lot was ſuppoſed to contain; and at the ſale the *probable* quantity only of upland or marſh was ſtated by the commiſſioners; that the proprietor, when the ſale was ſet aſide, was not the firſt purchaſer, but had given a conſiderable premium to the firſt purchaſer; and that he had committed damage to the lot by uſing the moſt valuable timber on it." This caſe, though no name is mentioned, I preſume, points at the purchaſe which was held by Salathiel Fitchet, when the ſale was ſet aſide. A ſhort ſtate of this caſe, with a few remarks upon it, will ſhew how groundleſs your charge is, and will ſerve as a ſpecimen, both of your candour in ſtating facts, and of the juſtneſs of your reaſoning from them. The lot alluded to was, I am informed, ſold to one Roger M'Calliſter, who did not bond and run away, and George Bonwell gave bond for the purchaſe money; Fitchet bought the property for a higher price than it ſold for by the ſtate, all parties ſuppoſing the land lay as pointed out by the commiſſioners at the ſale. Fitchet uſed the land, and got timber from it, and ſuppoſed he had made a good purchaſe; but when the land was actually ſurveyed, according to the plot uſed by you, it was found that it lay ſo very differently from what was declared by the commiſſioners at the ſale, and from what Fitchet underſtood, and the quantity of marſh was ſo far beyond what even the latitude of *probable quantity* would warrant, that this man, although he had paid a premium for the purchaſe, and had put improvements on the land to the value of £.125, (as appraiſed by Mr. Kirkman and Mr. Darby, who were by you appointed for the expreſs purpoſe,) yet he was willing to loſe the whole, rather than retain the purchaſe; this caſe is referred to in the depoſition of Richard Standford, the vendue-maſter, by deſcription of lot No. 6.—Your firſt reaſon againſt ſetting this ſale aſide is, that the probable quantity of each kind of ſoil was only mentioned by the commiſſioners. This is contradicted by the oath of the vendue-maſter above referred to, and he, I preſume, knew the deſcription by which *he* ſold the land, but ſuppoſe your *word* is to be taken before his *oath*, which certainly will not be done by any perſon the leaſt acquainted with either, yet, I conceive, when the quantity of unprofitable ground ſo far exceeds what any man would have had an idea of, if *only the probable quantity* was mentioned, that it was juſt cauſe for ſetting the ſale aſide; a few acres more or leſs would have made no ſuch difference as would have juſtified a vacation of the ſale; but when the quantity of unprofitable ſoil is double what was declared, it becomes a matter of conſequence to the purchaſer. Your ſecond reaſon is, that the *holder*, when the firſt ſale was ſet aſide, was not the *firſt purchaſer*; this makes no difference in the caſe, unleſs it be ſhewn that the holder purchaſed *after* it had been found by actual ſurvey that the land lay differently from what was ſuppoſed at the firſt ſale. In the preſent inſtance, the purchaſe made by Fitchet was *before the actual ſurvey* of the manor, and under an impreſſion that the land lay as deſcribed by you; and it will be difficult to ſhew any rule of juſtice or common ſenſe, which will prove, that becauſe a man has agreed to pay more than the firſt purchaſer engaged for, that therefore he ſhall not be entitled to the ſame relief that the man from whom he purchaſed would have been entitled to. I have always underſtood that a fair purchaſer was entitled to every benefit which the perſon from whom he purchaſed could juſtly claim. But according to your logic, a man loſes the benefits which could be claimed by the perſon from whom he purchaſed, becauſe he pays *more* for the property than was paid by the ſeller. One would ſuppoſe, that the circumſtance of paying an *higher price*, if it was to have any influence on the caſe, ought to confer additional privileges, inſtead of cauſing a diminution of them. You will reply, that is meaſuring the ſubject by the rule of right, which is the old unfaſhionable method of determining queſtions, and which you have for ſome time diſcarded as altogether unfit for your purpoſes.

Your third reaſon is, that the man had cut down and uſed timber from the land; he had done ſo; and you knew that he gave bond to account for the damage and rents, that the waſte was valued by the above-named gentlemen appointed by you, and that as the man had made improvements to a far greater value than the damage amounted to, as appears by an account ſtated by you now in my poſſeſſion, you ſet the improvements againſt the damage and part of the rents, and make a balance of £ 45 due the ſtate, the juſtice of which balance depends on aſcertaining the *perſon* mentioned as a life in a leaſe. Why did you ſuppreſs theſe facts? A perſon having done damage on the land is no cauſe for not ſetting aſide a ſale; for the very act authoriſing the intendant to decide on this ſubject ſuppoſes, that purchaſes may properly be ſet aſide, although damages have been done to the property, becauſe the third ſection of the act directs, "that if any of the ſaid purchaſers elect to be releaſed from his purchaſe, hath had the uſe and poſſeſſion of the ſaid land, or hath *committed waſte or damage thereon*, and hath not paid to the ſtate intereſt equivalent to ſuch uſe or damage, that the intendant ſhall have power and authority to ſettle the value of ſuch uſe or damage with the ſaid purchaſer, and if they cannot agree, to appoint indifferent perſons to ſettle the ſame; the value of which uſe or waſte ſhall be ſecured by bond, and paid to the treaſurer of the eaſtern ſhore, and the power hereby veſted in the intendant, to declare the ſale void, ſhall only be exerciſed upon the purchaſer agreeing and entering into bond to the value of the uſe or damage aforeſaid ſettled as herein directed."

The land above referred to ſold at the firſt ſale for £ 3 8 6 per acre, at the ſecond ſale it was connected with two other lots, to wit, No. 5 and 6, in the laſt plot laying from the water, in the whole containing 718 acres, when ſo connected ſold at £ 3 1 3 per acre, whereas, had the back lots been ſold as originally laid out, I am credibly informed they would not have ſold for any thing like half the money per acre; it cannot therefore be fairly ſaid, there was any loſs to the ſtate from vacating this purchaſe.

If I could be aſcertained of your other caſes they would receive as ſatisfactory an anſwer as that which I have particularly ſtated.

To reconcile thoſe who employed and have paid you, to your deviation from the direction given to the commiſſioners by law, that is, to lay off the lands to be ſold in convenient parcels, which implies, that ſurveys were to be made, you have moſt fortunately thought of the critical ſituation of our affairs in the year 1781, and of your great exertions to ſupport the credit of the red money. Now, with every diſpoſition to give all due credit to your wiſdom in ſuppoſing, that ſudden ſales of property made upon bond, payable in three ſucceeding years, would in time of danger give credit to a money depending for its redemption on the ſucceſs of the American cauſe, I cannot agree that your actions pertectly correſpond with this theory. But we are now upon the ſubject of Nanticoke manor, and cer-

tainly the impreſſion of danger muſt have laſted beyond all reaſon, to have governed you in making ſale of this property, without knowing what you were about. However critical our affairs might have been in part of the year 1781, you muſt remember, that by the capture of the enemy's army at York, on the nineteenth day of October, 1781, the Britiſh power in America was laid proſtrate, and victory was declared on the ſide of our country; this was above three months before your ſale of Nanticoke manor. From what quarter did ſuch imminent danger ariſe during all that time and for what great purpoſe were your uſeful talents ſo much on the ſtretch of exertion, that you could not have this property laid off in convenient lots; a work which, with the aſſiſtance of a ſurveyor, would not have required a fortnight to perform. It will never do to tell us, it was neceſſary to make random ſales of property to ſupport the credit of the red money in January 1782, becauſe we all remember that at that period the war was conſidered as decided in our favour, and the event proved, that the general opinion formed upon the ſurrender of York was juſt.

You ſuggeſt that you could have no improper motive to make this precipitate ſale, becauſe the act giving you a commiſſion did not paſs until the ſale began, and as you were under the impreſſion of being entitled to a per diem allowance for this ſervice, it cannot be ſuppoſed you wittingly made the ſale in an improper manner. What impreſſions you were really under I cannot pretend to ſay, but it by no means follows that you were under the impreſſion of receiving a per diem allowance, becauſe the *act paſſed* after the ſale began. The allowances to the officers of government is a ſubject pretty much canvaſſed, and how the matter will be ſettled is generally known long before the act paſſes, wherein the eſtabliſhment is finally made. But in diſcuſſing every part of the ſubject in diſpute between us, you are conſtantly ſhifting the queſtion from its true grounds. If I was charging you with delinquency which ought *to be puniſhed*, it might be material to prove that your intention was clear of blame, and that if you did blunder, it was without intending to do ſo. But in the preſent caſe we are not conſidering whether you deſerve *puniſhment*, but whether you are entitled to *reward*. And to determine this queſtion properly, it is only neceſſary to know whether you have *effectually* done the ſervice for which the reward was intended to be given. If you have done the ſervice properly the reward is due of courſe; if you have not done the ſervice in ſuch manner that thoſe who employed you can derive the intended benefit from it, then you are not entitled to the reward, and it is altogether immaterial what is the cauſe that the buſineſs was not properly done, whether criminal deſign or blameleſs ignorance. Suppoſe a man employs an agent to take a bond for him from his debtor, and for this ſervice he engages to pay two per cent. on the ſum for which the bond ſhall be taken; the agent with all purity of intention takes the bond in ſuch manner that the principal can never compel payment on it. Will the agent, by telling the principal that he was *innocent* in intention and had no motive to err, perſuade him that this was a good reaſon for his being obliged to pay two per cent. when he was in no better ſituation by the acts of the agent than if he had never acted at all? Suppoſing you to be innocent in intention, this is exactly your caſe, for the ſtate, as to the ſales where purchaſers were deceived, was not in the ſmalleſt degree benefited by your acts; and if a reward is paid, it muſt be for your innocence of intention, and not for any benefits derived from your agency. You have endeavoured to throw upon me the blame of loſing two thouſand pounds to the ſtate by directing the reſales of Nanticoke manor; this, if true, is not connected with the queſtion reſpecting your right to commiſſion, and is thrown out to divert the attention from the ſubjects of our diſpute. But this charge like all your others is ſuggeſtion contradicted by the fact; the following is a true ſtate of the firſt and ſecond ſales.

The firſt ſale of Nanticoke manor				10661	7 3
Second ſale	7359	12	10		
Not vacated of the firſt ſale	1596	13	9		
Sold by the intendant, part claimed by Pritchet Willey, 140 acres	250	0	0		
Lands ſold by the commiſſioners belonging to Mr. Steel and Mr. Becraft, included in lots No. 4 and 9	212	10	0		
Two lots in Vienna, No. 21 and 22, ſold in the firſt ſale to Sullivane and Smoot, and not ſold in the ſecond ſale, as I am informed	623	0	0		
One ditto No. 23, purchaſed by Mr. Hugh M'Bride, and not ſold at ſecond ſale	176	0	0		
				10217	16 7
Difference between firſt and ſecond ſale				443	10 8

You admit the ſales to Mr. Hollyday, Dr. Sullivane, and thoſe whoſe lands lay within Pritchet Willey's ſurvey, ought to have been ſet aſide, and you know that the loſſes ſuſtained on the reſale o Mr. Hollyday's lots, and of one of Dr. Sullivane's amounted to 631 5 10

To refreſh your memory I will here ſtate them.

The firſt ſale to Mr. Hollyday of lot No. 3, containing 155½ acres, at 4 4 6, ſecond ſale to Mr. Steel, including lot No. 3, ſold for £.3 per acre	180	9	9
To ditto lot No. 11 and lot No 13 by the firſt ſurvey, ſold at firſt ſale at 2 7 6 and 1 9 6, at the ſecond ſale to Thomas White at 10/6, and to George Brown 1 0 6, difference	397	17	1
On Dr. Sullivane's purchaſe of lot No. 4, firſt ſurvey 459½ acres, at 2 2 6, 79½ of which reſold to Mr. Steel at £.3 per acre; 283 acres to Dr. Wheeland at 1 7 6; and 97¼ to Richard Waters at £.3 1; the occaſion of the laſt ſelling ſo high was by connecting it with a water lot	52	19	0
	631	5	10
From which deduct the above ſum	443	10	8
Gain	187	15	2

There are alſo parts of lots in Willey's and other claims ſold at the firſt ſale and not ſold at the ſecond, which I have not taken any notice of, and that on the other ſales which you ſay ought not to have been ſet aſide there was gain to the ſtate by the ſecond ſales, and yet you charge me with being the cauſe of the loſs of £.2000 to the ſtate in the management of this property. You ſuffer that diſpoſition of yours which delights in calumny to run away with you, ſo violently, that it will not give you time to examine before you charge. After urging your *intention* ſo forcibly to entitle yourſelf to commiſſion, and ſuppoſing it ought to have ſuch deciſive influence upon the queſtion, one would have thought, when you were giving a conſtruction to my conduct, you would have aſked yourſelf, what motive had he to ſet aſide the ſales without cauſe; this never occurred to you when deciding upon my caſe.

Having followed you through your various windings upon the ſales of Nanticoke manor, which ſeems to be the point upon which you make the moſt obſtinate ſtand, and having ſhewn, that according to your own principles and admiſſions, you have no pretence of claim to commiſſion on ſuch of the firſt ſales of this property as was ſet aſide: It follows that at leaſt the ſum of one hundred and ſixty-four pounds, ſpecie, commiſſion charged for this pretended ſervice ought to be deducted from your account. Permit me now to examine the other reſales, and to give the reaſons which induced me to direct them. The ſeveral inſtances in which reſales were ordered are mentioned by you; all the ſales, except that to Charles Ridgely, and company, were ſet aſide, becauſe of the inſolvency of the purchaſers; every inquiry was made by me to gain true information reſpecting their circumſtances, and it appeared clearly from the inquiry, that they were not able to pay the ſums with which they were charged for property ſold them by you, and therefore I thought myſelf bound, under the act to conſolidate the funds, &c. to ſet them aſide. The perſons and their circumſtances are well known. You do not pretend that any of them were able to pay except Mr. M'Calliſter, who, as you have heard, is a man of property in North-Carolina, and ſuggeſt, that ſuit ought to have been brought againſt him in his own ſtate. I have received very different accounts of his circumſtances, but were they ever ſo flouriſhing, I believe no ſenſible man would have thought I acted prudently in proſecuting a ſuit againſt him in North-Carolina, rather than reſel the property. All the property which you have mentioned and above referred to, ſold for far leſs at the ſecond ſale than it did at the firſt ſale; and I think the commiſſioners may be juſtly charged with the difference, becauſe loſt by their neglect of duty.

Seven lots of land, the property of the Principio company, were ſold to Robert Long for £ 12294 10. For a conſiderable part of this property, Mr. Waſhington and Mr. Hughes, gentlemen of known ability, had bid ſums of money not far ſhort of what it was ſold for to Mr. Long. The law, under which this property was ſold, directs that bond and ſecurity ſhould be taken *immediately*: Mr. Long did not give bond according to the terms of ſale; the commiſſioners neglected complying with the injunction of the law, *to take bond and ſecurity immediately*: the buſineſs is ſuffered to remain in the unſettled ſtate, and the company at the ſale ſeparate, and then the purchaſer ſeeing, that he had reduced the commiſſioners to the ſituation of impliedly acknowledging they had neglected their duty in the firſt, by adverti ſing a ſecond ſale, or of waiting his time to give bond, ſtarts difficulties, ſets up claims, and gives no bond. How eaſily would all this have been avoided, if the commiſſioners had thought proper to have obeyed the directions of the legiſlature; and if the deſire of the commiſſioners to promote the intereſt of the ſtate had been as earneſt as you would have us believe it was, they would have been as attentive to ſecure the payment of the amount of the ſales to the ſtate, as they were to charge commiſſion on them. When ſales were to be made the commiſſioners were all alertneſs, and had no diſinclination to partake in any good bargains that were going, but as ſoon as the ſales were over, and as they thought their commiſſion earned for which the ſtate ſtood chargeable, they ſeem to have forgot the moſt material part of this buſineſs to the ſtate; that is, ſecuring the amount of the ſales in ſuch manner that they could be certainly recovered. In the inſtance juſt mentioned, immediately after the ſale, the commmiſſioners ought to have required a bond with proper ſecurity from Mr. Long, if he refuſed or neglected to give it, they ought to have ſet up the property again, while the company were ſtill at the place of ſale. Had they done this, Mr. Waſhington or Mr. Hughs would have bought it, and would have given bond for a ſum nearly equal to that which was bid by Mr Long. Upon a reſale of this property being ordered, you ſold it (without giving four weeks notice in the Baltimore news-papers agreeably to law) to the ſame perſon who had before purchaſed, and was ſuppoſed unable to pay, for the ſum of £ 5538 2 6. The commiſſion on the firſt ſale amounts to £ 307 7 3, ſpecie, and on the ſecond ſale to £. 138 9 0, ſpecie, together £ 445 16 3, ſpecie, more than eight per cent, on the nominal ſum for which bond was taken and lodged in the treaſury, and fourteen per cent. on the actual value of that ſecurity, calculating depreciation certificates at ſeventy five per cent. The ſame reaſoning and objections to your conduct, which have been uſed in the particular inſtance above mentioned, are applicable to moſt of the other caſes of reſales of the property referred to, the whole amount of the ſales for which bonds have been taken for the property firſt ſold to Meſſieurs Adams, Coxall, Young, M'Calliſter, and Vanhorn, is £.2277 10 6, payable in the year 1790, the commiſſion on the firſt and ſecond ſales is £ 216 7 7, paid in caſh, nearly ten per cent.

The legiſlature, for the moſt obvious reaſons, direct the commiſſioners to take bonds for the property ſold *immediately*, they neglect this neceſſary direction, and when the fatal conſequences of the omiſſion, which were foreſeen by every body but the commiſſioners, are felt by the ſtate, you now tell us that they acted from the beſt motives of regard for the intereſt of the ſtate, and that they ſuffered the matter to remain unſettled, hoping, according to their uſual ſagacity, that the purchaſers would grow more anxious and more able to give bond and ſecurity, as the money which was to be paid for the property grew more valuable, and the time of payment became ſhorter, and of courſe the property at the prices ſtipulated to be paid, became a worſe bargain than when bought. But this turn, though truly ridiculous, is the thought of the day to ſerve *a preſent purpoſe*, for when your memorials were preſented to the legiſlature a very different ground was taken; you were not reſponſible for the conduct of *another*; the commiſſioners acted ſeparately; the unbonded debt was not in your department; and you allege, that all the omiſſions except one were in the departments of your colleagues The neglect was not attempted to be juſtified or excuſed, and although, by alleging in your particular juſtification, "that bonds were taken in every ſale but one made by you," it is impliedly admitted, that the commiſſioners who did not take bonds neglected their duty. Yet, by an uncommon dexterity of argument, you endeavour to ſhew, that *you* were entitled to the profits of buſineſs which *they* neglected to complete, becauſe you finiſhed properly that which fell within your department; now, I think the more obvious meaſure of juſtice would have been to pay you for what you *really did*, without ſuffering them to ſhare any part of it, and to pay them nothing for what they did not properly perform. But this would not anſwer, becauſe, if it had been put upon this footing, they might have been lead to look into your tranſactions, and by ſo doing to have obliged you to make a common cauſe with them in a claim to full compenſation for ſervice never done, and therefore you thought it was beſt, under the cover of a multitude of profeſſions, to inſiſt on the claim at once. It is *now* alleged, that various difficulties aroſe, and numerous objections were made by the purchaſers which prevented bonds being taken. This was foreſeen by the legiſlature, and was one reaſon why they directed bonds to be taken *immediately*; they knew, and the commiſſioners were old enough to know, that nothing is ſo apt to produce excuſes and objections from men who are unwilling to do the thing, as giving them time to think of all the excuſes and objections which can be made. Another reaſon of the direction was, that the property might be immediately reſold, if the terms were not complied with. If all the difficulties you now ſuggeſt aroſe from the nature of the buſineſs, and were not produced by the conduct of the commiſſioners, how comes it to paſs that the intendant ſold property in the courſe of eight or nine months to a much greater number of perſons than the commiſſioners ſold to, and that in every inſtance except one? Bonds, certificates and money for the ſame were lodged in the treaſury in leſs than ten months from the time of his beginning the buſineſs. *Did you pave the way for him to take bonds for the ſales he made?*

If your own allegation is proper evidence againſt you, the practicability of taking bonds agreeably to law is proved, for you aſſert, in your memorial, that bonds were taken in *every inſtance but one* where the ſales had been made by you. If this was the fact, it is moſt extraordinary, that there were ſo few bonds taken for ſales made, *by other commiſſioners*, if there was no neglect of duty.

You allege, that in no inſtance was a ſale void, if bond was not given immediately. Then this conſequence follows, that the part of the law

giving direction to take bonds *immediately* on the ſales, is of no force, and you and the purchaſers might diſpenſe with it at pleaſure; but I preſume *you* did not diſpenſe with it when the ſales were made, and that when the lands were ſet to ſale, the terms were declared, "that bond and ſecurity was to be immediately given." Will you undertake to ſay if bond and ſecurity was not immediately given, if required by the commiſſioners, that the ſtate was bound by the ſale? If a purchaſer could delay giving bond and ſecurity an hour, he might a year, and ſo defeat this part of the terms of ſale, and ſtill have it in his power to call upon the ſtate at *any time* to complete the bargain, and by this means a ſettlement of the ſtate revenues might be delayed contrary to the intention of the legiſlature, and greatly to the injury of the public. According to your aſſertion, (for you have made uſe of no argument in ſupport of it) one party is bound by a contract, although the other refuſes to comply with the terms on his part. I have always underſtood, that upon refuſal of one party the other was not bound to comply. A man offers property to ſale for ready money; it is bid for; the higheſt bidder, inſtead of paying the money, refuſes. Is there any rule of law, or common juſtice, that obliges the ſeller to keep the property ready to be conveyed to the buyer, when he thinks proper to bring the money?

The remaining ſubject of reſale was property which had been ſold to Charles Ridgely and company for £. 7320 Black money, and afterwards, upon a reſale to Samuel Paxſon, William Goodwin and John Dorſey, (the two laſt being partners of Ridgely and company) for £910, payable in the year 1790. You aſſert that the attention of the commiſſioners to the intereſt of the ſtate in the firſt ſale, has been fruſtrated by my interpoſition in ordering the ſecond. A ſtate of facts will ſhew how groundleſs this charge is, and that if any loſs has happened, it is juſtly attributable to your conduct. This property was ſold by one of the commiſſioners under particular ſtipulations, as I have been informed, to make a good title to the purchaſers, before they were obliged to pay the purchaſe money, not under a warranty only of the ſtate's title as you allege (for this was a conſequence of every ſale of confiſcated property.) The agreement or articles were never lodged by the commiſſioners in the treaſury. Various claims were made to the property. The purchaſers would not bond without the property being diſencumbered from all claims: ſome of the different claimants were ſo violent in aſſerting their rights, that they were near coming to blows; and perhaps it would be difficult to fix a clear title in the ſtate to this property. Doctor Way applied to me to purchaſe this property, part of which he and company claimed, and ſaid he and company would give nearly as much for the property as Ridgely and company had bid for it; and you alſo informed me, that Mr. Paxſon, a partner with Dr. Way, would give as much for the property as had before been bid for it; and I had reaſon from theſe informations to ſuppoſe the property would ſell well, and accordingly adviſed you to ſell the ſtate's right, being under an impreſſion it would ſell for the full value, and ſuppoſing it infinitely better for the ſtate to do this, than to go into litigations of all the claims to the property, and to ſuſpend any uſe of it for years. You by law had the conduct of the ſale; and as I have been informed, without giving four weeks notice in the Baltimore news-papers, you ſet the property up at whatever price ſhould be bid for it, ſuffered the *competitors to combine*, and to get it for £. 910, payable in the year 1790, and now have the modeſty to charge the low ſale of the property to me. To have enſured a proper price, you ought to have given notice of the ſale in the Baltimore papers, and to have ſet the property up at a particular price, below which it ought not to have been ſold, and then you would have been ſure to have prevented any combinations detrimental to the ſtate; and if the price the property was ſet up at was not bid, you might have juſtly concluded the profeſſions of giving a high price were not ſincere, and therefore, ſeeing no other bidders offer, you ought to have poſtponed the ſale.

But this charge which you now ſo unjuſtly urge againſt me, is invented for the occaſion. You thought the ſtate's right ſold for its value, by the following entry of the ſale in your book:

"The right of the ſtate of Maryland to a tract "of land called James's Park, *claimed by ſundry dif-* "*ferent perſons*, ſold to the above-mentioned pur- "chaſers." How could you, after making this entry, (to ſhew the reaſon that the ſtate's property ſold ſo low) venture an aſſertion, that the claims againſt the property were trifling and groundleſs. You acknowledge that the ſtate's *title*, ſubject to the claims againſt the property, would at the firſt ſale have ſold for *a trifle*. If that would have been the caſe, I preſume it would have ſhowed from an opinion of all who wiſhed to buy the property, (and had from thence been induced to take opinions on the title) that the ſtate's right was doubtful: but one thing is clear, that by ſelling in the manner colonel Ramſey did, a foundation was laid to charge the ſtate *certainly* with commiſſion on £. 7320, when there was at leaſt a chance, that the ſtate, after litigation or purchaſing in all the claims to this property, would not have received near that ſum; you charge on the two ſales of this property, to wit, on the firſt ſale £. 183 0 0, on the ſecond £. 22 15 0, and make £. 205 15 0, which is more than twenty-two per cent. on the ſum bonded for, and near forty per cent. of the real value of that ſecurity.

Upon the queſtion reſpecting double commiſſion, the amount of your argument is, that you had deſerved a commiſſion on the firſt ſales; that I ordered reſales without authority, and therefore, that you are entitled to two commiſſions. I deny the premiſes: and if they were proved, I deny that your concluſion from them is juſt; for the legiſlature never having intended a double commiſſion, the ſtate ought not to be burthened with it by your conduct or mine. If it had been your opinion, that I acted illegally in directing the reſales, you ought not to have obeyed the order; but, without any hiſitation, you made the reſales, which muſt have been either from your ſuppoſing they were rightly ordered, or, from a deſign to ſecure to yourſelf a profit by acting under an illegal order. If you acted upon the firſt principle, your ſubſequent conduct in charging me with acting improperly, when you were of opinion I acted properly, can never be juſtified; if from the latter, your views were directly contrary to that regard for juſtice which you ſo often profeſs to have.

You have by way of recrimination alleged, that I have received commiſſion on nominal ſums, which there is a probability the ſtate will never realize. If this was the caſe my errors would by no means juſtify yours; but the fact is not according to your allegation, to the beſt of my knowledge and belief. I have already given the ſtate credit for the ſum of £. 18 1 6 for property ſold, and not bonded for, and for the ſum of £. 112 10 0, commiſſion on property ſold to Mr. Hagar, which was given up to him by the general aſſembly, although bond and ſecurity had been taken by me, and lodged in the treaſury. And, as I told you before the governor and council, I now repeat, that if it can be fairly ſhewn that in any inſtance I have received commiſſion where a principal ſum, upon which the commiſſion is charged, has not been paid or ſecured to the treaſury, I will immediately refund the commiſſion; for I hold the poſition true, both as to the commiſſioners and intendant, that neither can be entitled to any commiſſion, except that which the rate, allowed by the legiſlature, will amount to on the principal actually paid or ſecured to the ſtate by a compliance with its laws in ſuch manner that the principal ſum muſt be brought into the treaſury, unleſs by unforeſeen inſolvency in the purchaſer and ſecurities. If you agree to this poſition, we ſhall have no further diſpute as to the ſubject on which you can charge commiſſion to the ſtate: and this article, in your account, may be ſettled by a fair application of the rule.

The ſecond objection ſtated to the commiſſioners accounts is, that they received a commiſſion of two and half per cent. ſpecie on the ſum of £. 35,000, for which it appeared by their books property had been ſold, and for which bonds were not taken by the commiſſioners; and it was doubtful whether the ſtate would ever recover the ſum charged. It is alleged by you, that the ſum is exaggerated, but admitted that you have charged commiſſion on about £. 30,000 unbonded debt. If the ſum ſtated by me was exaggerated, which I do not admit, it was not intentially done; but it is not ſo material preciſely to aſcertain the ſum, as to examine the principle upon which you attempt to ſupport this charge, which is, "that when the accounts were ſtated, ba- "lances aſcertained, and ſuits commenced," the buſineſs is done as to the commiſſioners, and they are entitled to *receive* their commiſſion.

It cannot be denied, but that the laws, under which the commiſſioners ſold property, made it part of *their duty* to take bonds with good ſecurity for the purchaſe money: and it muſt be admitted that the commiſſioners did not comply with this duty, ſo far as relates to the unbonded debt; and it muſt alſo be granted, that the commiſſion was given as a reward for performing the whole duty enjoined, and not for part only. And it would ſeem to me to follow as a conſequence, that the commiſſioners could not legally claim payment of this part of their commiſſion. But, appealing to the reaſon of mankind, you flatter yourſelf no perſon capable to decide the queſtion will deny your right to *receive* this commiſſion. To ſupport the poſition that you are entitled to receive this commiſſion upon principles of juſtice, it ſeems to me neceſſary for you to prove beyond a doubt, that the ſtate is in as good a ſituation with reſpect to the debtors *who have not bonded*, as it would have been if bonds and ſecurity had been given according to law. This you have not attempted to ſhew, and the contrary is certainly true. If we pay any attention to the judgment of the legiſlature upon the caſe, it will militate ſtrongly againſt you, for they were certainly of opinion the ſtate was in a better condition by having bonds and ſecurity from the purchaſers of property, than by having a charge only on the commiſſioners books, or the directions to take bonds with ſecurity would not have been given. But the matter does not reſt on the opinion even of the legiſlature; for you know, that when bond and ſecurity was given upon default of payment, execution might iſſue againſt the debtors as upon judgment; whereas, upon an account in the commiſſioners books, an action muſt be brought, which might, under circumſtances, be delayed. But ſuppoſing it tried the firſt court, and judgment obtained, yet there might be delay of payment injurious to the finances of the ſtate, and deſtructive of the punctuality intended to be eſtabliſhed. It muſt alſo occur to every one, that there is a much greater chance of inſolvency where no ſecurity is given, than where ſecurity is taken, and that the taking a bond will give the debt a preference in payment to an account in caſe of the death of the debtor. It muſt alſo be obvious that taking bond would prevent many groundleſs objections which might be attempted to delay or prevent a recovery upon an account, and it muſt be admitted, that the public revenue, ſo far as the unbonded debt extends, is in a ſtate of doubt and confuſion inſtead of being clear and certain as it was deſigned to be by the general aſſembly. Theſe conſiderations prove that the ſituation of the ſtate, with reſpect to the unbonded debt, is not ſo good as if bonds had been taken agreeably to law; indeed every man may determine this caſe by aſking himſelf this ſingle queſtion, is my income and eſtate as certainly ſecured by having large ſums charged to a number of perſons in a book to be proved by witneſſes, as if I had the bond of each of theſe perſons with good ſecurity? No perſon, I believe, would be at a loſs for the anſwer he ſhould make, and if the anſwer would be made in the negative when the queſtion related to a man's own affairs, it will certainly be equally right when the ſtate is concerned; and if it is true that the ſtate is in a worſe ſituation, by bonds not being taken, than it would have been, had bonds been taken, your claim to *receive* commiſſion is without any foundation in reaſon or juſtice, and to ſupport it you muſt be driven to maintain the following poſition: The ſtate has offered the commiſſioners reward for putting its revenues in a certain condition; they have put them in a condition *much worſe than was intended*, and yet are entitled to *receive* the ſtipulated reward; but you will ſay the commiſſioners are not to blame; the purchaſers made a variety of objections, and would not give bonds. I think it has been fully ſhewn, that this excuſe is frivolous; yet, if we were to lay aſleep all the powers of reaſon, and believe this ſurmiſe, you would not be a ſtep the nearer proving your right to receive the commiſſion. For your being blameleſs, and having a right to commiſſion, are as diſtinct and unconnected ideas, as your attention to your duty, and regard to your intereſt are. The right to commiſſion depends upon the ſingle fact of rendering the ſervice required by law. Your being blameleſs, though the ſervice is not rendered, might depend on a variety of circumſtances, none of which however, I believe, in truth exiſted. A man is hired for a certain reward to go a journey, he falls ſick, or his horſe lame, or any other accident prevents his performing the journey: He is not to blame, but I am inclined to think no caſuiſt would determine that he is therefore entitled to the reward. But ſuppoſe this man, inſtead of purſuing the directions given him, was to follow his own will, get into a variety of crooked paths, loſe himſelf, and not having reached the proper place, undertook to bring ſomething which he thought as good as that he was ſent for, and upon examination it was found to be a much worſe commodity, though at as high a price as the one he was directed to bring. I believe his employer would think it an inſult if the ſtipulated reward was demanded by ſuch an agent.

To be Continued.

DAN. of St. Tho. JENIFER.

In the publication of laſt week, in the 1ſt column of the 3d page, 93d line, inſtead of *required*, read *acquired*.

LONDON, *Sept.* 9.

THE prince of Orange has written a very long letter to the ſtates of Holland, complaining in very pointed terms of their haſty deciſion, concerning the command of the garriſon at the Hague, by which, with a majority of only one, his ſerene highneſs finds himſelf deprived of what he calls an hereditary right, excluſively granted to his family. Whether this expoſtulation was really too harſh and unſupported, or that it appeared ſo to their noble and great mightineſſes, the ſtates of Holland have aſſerted their firm determination of abiding by the reſolution of the 27th of July, 1786, by which the aforeſaid command is transferred from the ſtadtholder to the ſaid ſtates or their committee: ſeveral proteſts have been entered againſt the above reſolution by the lords of the equeſtrian order, the nobles, and the towns of Delft, Brielles, Enkuyſen, Edam, Medenblik and Hooren. The deputies of Amſterdam have perſiſted in their former annotation upon the reſolution of the ſaid 27th of July; thoſe of the following towns, viz. Dordrecht, Haerlem, Leyden, Gouda, Cannchem, Schiendan, Schoonboevn, Alkmaar, Monikendam, and Numerende, have acceded to the reſolution of the ſtates, reſerving to themſelves the right of entering ſuch caveats againſt the above proteſts as to their conſtituents may ſeem good hereafter.

A letter from Algiers, dated July 18, ſays "The two negotiators who came here from the United States of America to treat about a peace with our regency, have not met with any ſucceſs. When they arrived about the latter end of March, they took up their lodging at the houſe of the French conſul. Two days after they had an audience with the dey; he received them indeed with affability, but would hear nothing about peace, ſaying, "that he could not enter into any amicable connexions with the American congreſs, until the latter ſhall have agreed about that affair with the grand ſignor." Nevertheleſs he added, "that they might redeem their nineteen countrymen, that were in ſlavery here, on paying the ſum of 23,000 piaſtres, beſides the charges." The two deputies not preſuming to take upon themſelves the payment of ſo large a ſum, to de-

liver those unfortunate men from captivity, one of them is to set out on board a Spanish brigantine to get fresh instructions."

RICHMOND, *November* 15.

A letter from a gentleman in Danville county, to his correspondent in this city, dated October 27, says, "The troops under the command of general Clarke, returned the 15th instant, and I am informed, the greatest disorder prevailed among them from the time they marched from Clarkesville; some of the officers were arrested and broke by a court martial on their march to post St. Vincents, which occasioned an uneasiness among the soldiers, which was dispelled in some measure by the general's reinstating them again to their former commands: Thus they arrived at post St. Vincents, where they made 42 Indians prisoners, who were with the French and Americans at that place in a friendly manner; they were kept in confinement but a short time before the general set them at liberty, and enlisted 300 men from the post with him, and appointed officers to command them, to keep garrison at post St. Vincents for one year: This business detained them ten days. In this time the soldiers began to grow very uneasy, and wished to return home: However the general prevailed with them to march from that place towards the principal towns on the Wabash river, with assuring them the business which they came on could be effected in a few days: On the third day's march toward the towns, about 200 of the men were very clamourous, and in the afternoon refused to march any further; the first information the general received of it, he ordered a halt, and in the most pressing manner begged them only to march with him only three days more, in which time he had reason to believe the Indians would either be received in a hostile manner, or they would make application for peace. No arguments the general could make use of had any effect with them. The general thought it most advisable to collect his officers in council, when it was agreed upon to return, and they accordingly set off. The general himself staid at Post St. Vincents with a view of holding a treaty with the Indians provided they were inclined for it.

"Col. Logan marched from the mouth of Limestone, about the 1st inst. with 800 men, (600 of whom were on horse back) against the Shawanese towns on the head of the great Miami; and had it not been for a deserter that got in and informed the Indians of their approach, in all probability the whole army would have been in their towns before they had known any thing of their coming. It appears that before the deserter got in, most of the warriors had gone out in order to meet general Clarke, not knowing of any other party marching against them, so that by the time col. Logan arrived in sight, most of the Indians had left the towns; they made prisoners thirty-two women and children, and killed six men, among them was their chief king Meta tha, who gave himself up without any resistance with his wife and children, and afterwards was murdered by a col. M'Gary; they burnt ten towns and villages and all their corn, brought off several horses and a quantity of plunder. The squaws and children prisoners arrived here the 12th inst. where I expect they will continue until exchanged."

ANNAPOLIS, *December 7.*

On Thursday last the general assembly proceeded to the choice of a governor of the state, when the honourable William Smallwood, Esquire, was re-elected.

Jeremiah T. Chase, James Brice, James Hindman, John Kilty, and John Davidson, Etquires, were the day following chosen members of the honourable council.

The honourable Samuel Hughes, Benjamin C. Stoddert, and Peregrine Tilghman, Esquires, are chosen members of the senate, in the room of Thomas Johnson, Richard Barnes, and William Paca, Esquires, resigned.

The Rivals was acted last night in this city, by the American Company, much to the satisfaction of a respectable and numerous audience.——Gentlemen who have frequently seen it acted on the London theatres, are of opinion, that it was, in every part, supported as well last evening, as they ever recollected to have seen it.

To be SOLD, at PRIVATE SALE, on twelve or eighteen months credit,

THREE young negro women and seven children, boys and girls, which will be sold with their mothers. Any person inclinable to purchase, may see the negroes by applying to the subscriber, at his store, in Cornhill-street.

1 RICHARD MACKUBIN.

THE ATTENTION OF LOVERS OF LITERATURE,

Is requested to a

SALE by PUBLIC VENDUE,

Of an Elegant

COLLECTION of BOOKS,

In most Arts and Sciences.

The sale to be held at Mr. Joseph Brewer's, and to commence this evening. The hours of sale from four to six each afternoon, and to continue each succeeding afternoon until the whole is sold.

*** Catalogues delivered gratis at the place of sale.

December 7, 1786. 1 10s 7/6

November 15, 1786.

NOTICE is hereby given, that the subscriber intends to prefer a petition to the next general assembly of the state of Maryland, to pass a law to enable her to sell and dispose of a tract of land in Worcester county, known by the name of Philip's Adventure.

1 10s 15/. HANNAH BISHOP.

For Havre-de-Grace and London,

The Ship WASHINGTON,

Captain WILLIAM CHAPMAN.

SHE is a remarkable fast sailing vessel, and has excellent accommodations for passengers, and will sail by the latter end of this month. For freight or passage apply to captain Chapman, on board.

Annapolis, December 7, 1786. 1 10s 7/6

TEN POUNDS REWARD.

November 24, 1786.

STOLEN out of my pasture, on July 24 last, at night, a black HORSE, about 13 hands two or three inches high, nine years old, has a star in his forehead, his jaws much cut with the bridle bit, a natural pacer, trots up hill or in heavy ground, is neither docked nor branded, strong made; he was sometime ago at Mr. Thomas Balding's, but Mr. Balding says he was stolen out of his pasture. Whoever brings said horse to me, living near Bladensburgh, and makes the thief known, or who has made way with him, or gives intelligence so as I get him again, shall be entitled the above reward upon conviction, or six dollars for the horse only, paid by me

1 10s 7/6. GERARD BOARMAN.

To be SOLD, at public vendue, on the 14th day of December, at the late dwelling of Thomas Watkins, late of Anne-Arundel county, deceased,

SUNDRY valuable negroes, stock, and household furniture, for ready money. 2 X

ELIZABETH WATKINS, administratrix.

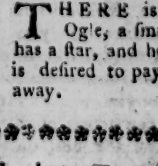
November 21, 1786.

THE subscriber begs leave to inform the public, that he purposes to occupy and keep tavern at the stand where Mr. Leonard Davis lives, at Montgomery court house, after the first week in December, and flatters himself that all those who please to call on or favour him with their custom, will meet with good usage and general satisfaction, from their most obedient,

2 SAMUEL BARRON.

FIVE POUNDS REWARD.

Upper Marlborough, Prince-George's county, September 12, 1786.



RAN away from the subscriber, on the 4th of June, a negro man named CHARLES, twenty-five years of age, a short thick fellow, about five feet six inches high, has a short flat nose, a very bushy head of hair, thick lips, with a lump on the upper one, he is a handy fellow, and works well at the whip saw; had on when he went away his common working dress; I have reason to believe he has other cloaths with him, but cannot particularly describe them, therefore he probably may change his apparel. As I purchased him of Notley Young, Esq; on Patowmack, I apprehend he is lurking about in that neighbourhood. Whoever takes up and secures the said fellow, so that his master may get him again, shall receive if above ten miles from home thirty shillings if out of the county forty shillings, and if out of the state the above reward, including what the law allows, paid by

7 WILLIAM BOWIE, 3d.

Annapolis, July 21, 1786.

Lands for Sale.

THE subscriber has for sale all that tract of land called Beall's Plantation and Snowden's Reputation Supported, containing about 700 acres, situated on the head of South river, about three miles from navigable water, and contiguous to the estate of Mr. Richard Hopkins, of Gerard.

This is a most eligible situation, being about twelve miles from the city of Annapolis, twenty-eight from Baltimore-town, twenty four from George-town, and seven from the inspection houses of Indian Landing and Queen-Anne, is well adapted for corn, wheat, and particularly tobacco, also well timbered and watered, a very good mill stream runs through it; there is some meadow ground, and much more may be made.

The improvements upon it are, a good dwelling house with three large rooms on each floor, kitchen, quarter, cornhouse, stables, tobacco house, a very fine apple orchard, together with a number of other valuable fruit trees.

Mr. Richard Hopkins will shew the premises above mentioned; further particulars may be had of the printers, of Messieurs William Patterson and brothers, Baltimore, or of tf

10s JOHN WADDINGTON, in Philadelphia.

October 3, 1786.

NOTICE is hereby given, that a petition will be presented to the general assembly, at their next session, praying that an act may pass, explanatory of that part of the charter of the city of Annapolis which relates to the residence of the electors or free voters thereof. 7 8 w

---

THERE is at Talley's, the plantation of Mr. Ogle, a small handsome black MARE, which has a star, and her near hind foot white. The owner is desired to pay charges of advertising and take her away. 3 w 2

IN consequence of an advertisement of mine forewarning all persons, indebted at either of my stores in Virginia or Maryland, from settling any of their accounts with Mr. John Petty, that gentleman has been pleased to return for answer, that my prohibition was as unjust as my allegation was without foundation; that it was with concern he found himself under the necessity of entering into a public altercation about his private affairs, and should I persist in my unjustifiable accusations, a full account of my tranfactions with, and conduct towards, Yates and Petty, would enable an impartial public to judge which of the parties had the greatest reason to complain of ill treatment. I would beg leave to inform the gentleman, that it is as disagreeable to me as it can possibly be to him to appear in the public prints, though, at the same time, very willing to appear any where to justify that conduct which I have and hope ever shall be able to reconcile to my own conscience. As he has now broached the matter, I insist on his laying before the public *my conduct* to Yates and Petty, and trust I shall be very easily able to confute any untruths he may expect to impose upon the public, by an open and candid definition of the same; that my prohibition is *unjust*, is an assertion as illiberal as 'tis ungrounded. I hope those gentlemen indebted as before mentioned, will pay no attention to Mr. Petty's request of paying their respecting accounts to him, as it will only involve them in law-suits, for I am determined to sue every person that has or shall pay any money to Mr. Petty (for dealings at either of my stores previous to the fourth of February) since the public notice I have given.

13 THOMAS RUTLAND.

STRAYED or stolen from the subscriber, living near Annapolis, on the Thursday night of the Annapolis races 1785, a dark bay HORSE, four years old, neither docked, branded or broke, but is very gentle, about thirteen hands one inch high, is a natural pacer, has his hair of his tail had been cut and almost grown out again; he had also been cut, and was not quite well when he went away; he had been staked, and has a remarkable scar on his near brisket where the girt goes round. Whoever brings the said horse to me, or gives me information so that I get him again, shall receive forty shillings reward, paid by

3 X BALDWIN LUSBY.

Negro Shoes

FIVE hundred pairs of the best quality, to be sold, on the lowest terms, by the subscriber, in London town, who recieves hides for tanning as usual.

EDWARD EFTON.

N. B. They may also be had of Messieurs Absalom Ridgely, William Wilkins, James West, and John Wiseman, in Annapolis. 9

September 22, 1786.

THIS is to give notice, that sundry of the inhabitants of Montgomery, Frederick, and Washington counties, intend to present a petition to the next general assembly, for one more inspection for tobacco, at George town, on Patowmack river. 9 X w

---

November 14, 1786.

To be SOLD, for final settlement certificates,

FOUR hundred and twenty acres of uncultivated land, lying within two miles of a market town, in this state. For further particulars enquire of the printers. 3

THE debtors to the estate of the reverend William Hanna, late of Anne-Arundel county, are informed, that unless they speedily settle their respective accounts, suits will be commenced against them without respect to persons, or further notice.

SARAH HANNA, administratrix.

THIS is to give notice, that I intend to prefer a petition to the next general assembly for an act to confirm my right to part of a tract of land, called Beall's Goodwill, the late property of Henry Hunter, deceased, which he devised to be sold. 8 w

7 THOMAS MORTON.

November 15, 1786.

Just imported in the ship Washington, captain William Chapman, from London, and now opening at the subscriber's store, in Annapolis,

AN assortment of goods, consisting of a great variety of articles suitable to the season, which he will sell on the most reasonable terms for ready money. He has also for sale, all kinds of wet goods as usual, among which is some most excellent Barbados rain spirit.

4 X WILLIAM WILKINS.

TAKEN up as a stray, by Jacob Green, living in Prince-George's county, a small MARE, about twelve hands high, branded on the near side C. The owner may have her again on proving property and paying charges. 3 X

THERE is at the plantation of Joshua Yates, living near South river church, in Anne-Arundel county, taken up as a stray, a black MARE, about 13 hands and an half high, branded on the near shoulder C D. The owner may have her again on proving property and paying charges. 2

To be RENTED,

A VERY good grist-mill with two pair of stones, bolting-clothes, and every thing convenient, with a large meadow, lying on the Head of South river. Any person inclinable to rent may have possession in December. 3 w

7 FRANCIS RAWLINGS.

ANNAPOLIS: Printed by F. and S. GREEN, at the POST-OFFICE, *Francis-Street.*